

County may remove, replace, modify or disconnect Franchisee's facilities and equipment located in the public right-of-way or on any other County property in the case of fire, disaster, or other emergency, or when a County project or activity makes the removal, replacement, modification or disconnection necessary or less expensive for the County. Except during an emergency, the County shall attempt to provide reasonable notice to Franchisee prior to taking such action and shall, when feasible, provide Franchisee with the opportunity to perform such action.

Following notice by the County, Franchisee shall remove, replace, modify or disconnect any of its facilities or equipment within any public right-of-way, or on any other County property, except that the County shall provide at least one hundred eighty (180) days written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Franchisee's facilities or equipment. If the Franchisee fails to complete this work within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to the Franchisee.

Within thirty (30) days of receipt of an itemized list of those costs, the Franchisee shall pay the County. Notwithstanding the provisions of Section 2(o), the County, its officials, officers employees and agents shall not be liable to the Franchisee for any damage caused as a result of action taken under this Section 18(d).

(e) Movement for Other Franchise Holders. If any removal,

replacement, modification or disconnection is required to accommodate the construction, operation, or repair of the facilities or equipment of another franchise holder, Franchisee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. The parties shall determine how costs associated with the removal, relaying or relocation shall be allocated.

(f) Movement for Other Permittees. At the request of any person holding a valid oversize load or similar permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes, including standby time, must be paid by the permit holder, and Franchisee may require a reasonable deposit of the estimated payment in advance.

(g) Tree Trimming and Excavation.

The Franchisee shall have the authority to trim trees that overhang a public right-of-way of the County so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable County Codes and regulations. At the option of the County, such trimming to the extent reasonable to satisfy the purpose of Section 18(g) may be done at Franchisee's expense by the County or under its direct supervision.

(h) Decisions of County Road Engineer. Whenever the

decision, requirement or approval is by this Agreement to be a determination of the County Road Engineer, that determination shall be conclusive upon the parties hereto, except in that instance where the determination is arbitrary, made in bad faith or to defraud the parties hereto.

(i) Road Vacations. If, at any time, the County vacates any County rights-of-way covered by this limited Franchise, the County shall not be held liable for any damages or loss to the Franchisee by reason of such vacation.

19. Operation and Reporting Provisions.

(a) Books and Records.

(1) The County and its representatives shall have the right to inspect and to have copied any and all books and records of the Franchisee and its affiliates which the County deems appropriate in order to monitor compliance with the terms of the Cable Ordinance, this Agreement, or applicable law. The County may conduct its inspection and copying at any time during normal business hours upon reasonable notice.

(2) The Franchisee shall maintain throughout the franchise term, at a location approved by the County, all records and information necessary to document its compliance with this Agreement, the Cable Ordinance, including those respecting its equal employment opportunity plan and its utilization of minority and women's businesses in its overall public and private business activities. The County shall have the right to inspect and have copied all such records and information on demand. If the books

and records are made available at a location other than within the County, the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or records.

(3) The County shall have the right to have copied any documents it reasonably requires to carry out its responsibilities under this Agreement or the Cable Ordinance. Franchisee may mark documents the County has copied as "proprietary." The County will notify Franchisee if any third party seeks release of any document so marked and the County will withhold release for the maximum period permitted by law to provide Franchisee the opportunity to seek court protection against release of the requested documents.

(4) To the extent the books and records the County deems relevant are held by the franchisee or its Affiliates, the Franchisee is responsible for collecting those books and records and producing them at the location specified above.

(5) After the County has carried out its responsibilities which involve any copied records of the Franchisee, it shall, at Franchisee's option, either destroy such copies or return them to Franchisee to the extent permitted by law.

(b) Reports. The Franchisee shall provide the reports specified below, and such other reports as may be required.

(1) Within three (3) months of the close of its fiscal year, the Franchisee shall provide the Cable Office with an

annual report certified by a corporate officer that includes the following information:

(i) A summary of the previous fiscal year's activities in development of the system, including services initiated or discontinued, any retiering of programming services, number of subscribers receiving each type and class of service and gains and losses from the previous year, number of homes passed, and miles of cable distribution plant in service. The summary shall also include a comparison of any construction, including system upgrades, during the year with any projections previously provided to the County, as well as rate and charge increases and/or decreases from the previous fiscal year.

(ii) A copy of updated maps depicting the location of all cable plant. On these maps, one (1) inch shall represent no more than 800'. These maps shall be accompanied by a digital copy in a standard format and medium agreed upon by the County and the Franchisee. The maps must include at least two tick marks representing Public Land Survey System section corners.

(iii) If Franchisee is a partnership at the time the report is submitted, a list of the partners, including any limited partners, and their addresses; and if a general partner is a corporation, a list of officers and members of the board of directors, the officers and directors of any and all parent corporations; and if any controlling corporation's or other parent entity's stock or ownership interests is publicly traded,

a copy of its most recent annual report.

(iv) A chart detailing all entities with a legal affiliation to the Franchisee, the legal character and ownership of each. If no individual owns fifty (50) percent or greater interest of the legal entity holding ultimate control of the Franchisee, such chart shall include all legal persons holding a five (5) percent or more interest in each and, a list of the twenty (20) largest owners of each such entity, their ownership shares or other ownership interests.

(v) A copy of Franchisee's procedures and terms and conditions of service, if any, applicable to subscribers and programmers of the Cable System. For example, including procedures for resolving complaints and for prioritizing installation and service calls.

(vi) A copy of Franchisee's arrangements and procedures for ensuring that subscribers can conveniently make payments, exchange or accept equipment, receive responses to inquiries and schedule appointments. In addition, Franchisee shall give the Cable Office reasonable notice before ceasing to use any location used to receive payments, exchange or accept equipment, receive responses to inquiries or schedule appointments.

(vii) A full schedule and description of services and service hours offered to subscribers or programmers.

(viii) A summary of all subscriber and consumer complaints, identifying the number and nature of complaints and

their disposition. Where complaints involve one or more recurrent problems, the nature of each such problem and what steps have been taken to correct it shall be identified. More detailed information on complaints shall be submitted upon request of the County.

(ix) A report detailing whether each applicable customer service standard was met. For each standard not met, the report will explain the cause, and corrections taken for each.

(2) Within six months (6) of the close of its fiscal year, the Franchisee shall provide the Cable Office with an annual report that includes the following information:

(i) A financial statement of operations which the Chief Financial Officer of the Franchisee states is true and accurate.

(ii) A financial statement setting forth the computation of Gross Revenues used to calculate the franchise fee for the preceding year and a detailed explanation of the method of computation. The accuracy of the statement must be verified by the Controller or the Chief Financial Officer of the Franchisee .

(iii) If Franchisee is a public corporation at the time the report is submitted, Franchisee will provide a copy of its 10-K report relevant to the particular year. If Franchisee is not obligated to file a 10-K report, it will provide the following: a list of officers and members of the

board of directors; the officers and members of the board of directors of any and all parent or controlling corporations or persons; and if Franchisee or any controlling corporation's or other parent entity's stock or ownership interests is publicly traded, a copy of its most recent annual report.

(iv) A report on the number of disabled, elderly and low income subscribers receiving any rate discounts, and the amount of the discounts.

(3) Within one (1) month of the end of each quarter, which shall end on March 31, June 30, September 30, and December 31 of every year, the Franchisee shall provide the Cable Office with the following information:

(i) A copy of any reports submitted to the FCC regarding compliance with technical requirements together with information on instrumentation, calibration, procedures and tester's qualifications.

(ii) A statement, in a form specified by the County showing the number of subscribers served in the entire system and in the franchise area; and the number of channels on the basic tier, on the expanded tier, and from satellite. In addition, the statement shall separately list revenues for each source of revenue which is included within the definition of gross revenues in the County Cable Ordinance. Each source shall also state the number of units comprising the total for that source. If revenue is calculated by means of allocation rather than by segregation of actual revenues, the statement shall

include a description of the method used in making the allocation.

(iii) A report summarizing Cable System outages. An outage includes any loss of one or more video or audio channels that affects the lesser of 10% of the subscribers on a single fiber optic node or 50 or more subscribers on the same distribution line simultaneously, but does not include instances where the sound or video is lost prior to its receipt by the Cable System.

(iv) For each month during the quarter, a subscriber bill showing all categories used by the system but with zero dollar amounts will be addressed to the County Cable Office, together with copies of all other information, offers and notices sent to subscribers as a group.

(4) Franchisee shall provide the Cable Office the following:

(i) A statement of the resolution of complaints referred to it by the Cable Office. Notwithstanding any provision of the Cable Ordinance that could be read to require a more formal response, such notice shall be by telephone unless the Cable Office requests written notice, and shall be given as soon as practicable.

(ii) a copy of its equal employment opportunity plan filed with or submitted to the FCC, and any changes to the employment opportunity plan made in the last year, and a copy of its most recent FCC Form 395A. If the FCC replaces Form 395A,

the Franchisee shall file the succeeding forms which contain any of the information previously required in Form 395A. If the FCC no longer requires the filing of Equal Employment Opportunity information, the Franchisee shall file with the County the information it would have been required to file with the County on the date the Franchise was signed, including the information which would have been included on Form 395A.

(iii) Franchisee will comply with County ordinances related to persons with disabilities and will provide the Cable Office copies of all reports required covering persons with disabilities.

(iv) Franchisee will comply with County ordinances related to persons with disabilities and will provide the Cable Office copies of all required reports.

(v) Copies of all notices, legal pleadings and applications which may materially affect Franchisee's operations in the County and of all notices, legal pleadings and decisions pertaining to any allegation that the Franchisee, or controlling owners, have filed for bankruptcy, may be subject to revocation, termination or nonrenewal of a cable franchise or license, or may be accused of violating a security or antitrust law, or of having committed a felony, or any crime involving moral turpitude, fraud, deceit or bribery by any court or administrative agency. The notice shall be given to the Cable Office in writing and shall be sent by next day delivery.

(vi) Franchisee shall provide the Cable Office

with reasonable notice of any loss of one or more video or audio channels that affects the lesser of 10% of the subscribers on a single fiber optic node or 50 or more subscribers on the same distribution line, including their date, time, cause, location by street, and expected time of repair. Such notice shall be by facsimile or telephone within four (4) hours after the Franchisee first becomes aware of any such outage. As soon as possible after completion of the repair work, the Franchisee shall notify the Cable Office of the actual date and time of completion of the repair and any actions taken to prevent a reoccurrence.

(c) Books and Records Must Be Complete. Franchisee must maintain a complete set of books and records available for inspection, audit and copying by the County for purposes of ascertaining compliance with requirements of this Agreement and applicable law and regulations. Books and records must be retained for a period of at least five years. The County shall conduct inspections and audits no more frequently than annually unless the County has reasonable cause to believe the Franchisee is in material violation of this Agreement or the Cable Ordinance. The Franchisee shall be given reasonable notice prior to any inspection, audit or copying of books and records; the inspection shall be conducted during normal business hours. The books and records must either be made available in the County at a local office of the Cable Systems, or the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or

records. Nothing in this Section 19c waives FCC open records provisions.

(d) Provision of Other Materials. Franchisee shall supply the Cable Office with such other information the Office determines is necessary or relevant in accomplishing its mandated tasks. Franchisee shall provide such requested information in a reasonable form and will have a reasonable amount of time in which to comply.

(e) Retention of Records; Relation to Privacy Rights. The Franchisee shall take all steps required if any, to ensure that it is able to provide the County all information which must be provided or may be requested under the Cable Ordinance or this Agreement, including by providing appropriate subscriber privacy notices. Nothing in this Section 19 shall be read to require the Franchisee to violate 47 U.S.C. § 551. The Franchisee shall be responsible for blacking out any data that federal law prevents it from providing to the County.

(f) Charges for Inspection, Audits or Tests. In addition to any expenses the Franchisee must bear under Section 19(c), if an inspection, audit or test determines that Franchisee has not materially complied with its obligations, the Franchisee shall reimburse the County for all reasonable costs including expert fees arising from the inspection, audit or test. In addition, if it is determined that Franchisee has underpaid amounts due the County by more than four percent (4%) of the amount owing, or the Franchisee has not materially complied with other requirements,

the County shall have the right to conduct additional inspections, audits or tests, and to charge all costs arising from these inspections, audits or tests to the Franchisee until it is determined that the Franchisee is in full compliance. These charges are incidental to the enforcement of the Franchise; they do not limit any right the County may have to exercise any other remedy.

20. Remedies.

(a) Rights of County. In addition to exercising any of the other remedies provided in this Agreement, or the remedies specified under applicable law, the County may revoke the Franchise and void the Franchise Agreement if:

(1) Franchisee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise Agreement or in the process of being granted the rights, authority, power, privileges and permission herein; or

(2) Franchisee attempts deliberately to evade any material provision of this Franchise Agreement, the Cable Ordinance or the Cable Rules; or

(3) Franchisee fails to correct any material breach of this Agreement, the Cable Ordinance or the Cable Rules after notice and opportunity to cure; or

(4) Franchisee repeatedly violates this Agreement, the Cable Ordinance, or the Cable Rules regardless of whether any single provision violated is deemed immaterial; or

(5) Franchisee abandons its Franchise.

Without limitation, the failure of Franchisee to comply with the deadlines established herein, its failure to provide or maintain the required reports and records or its failure to comply with applicable law shall be deemed a material violation of this Franchise Agreement.

(b) Rights of Franchisee. Notwithstanding any provision of the Cable Ordinance to the contrary that could be read to limit the Franchisee's rights, before the County revokes the Franchise, it shall:

(1) Provide notice to the Franchisee of the violation;

(2) Permit the Franchisee to request an opportunity to be heard on the issue; and

(3) If the Franchisee timely requests an opportunity to be heard, allow the Franchisee to appear and present information relevant to determining whether the violation occurred, and the appropriate remedy for the violation, if any. The parties agree that K.C.C. §6.27A.240 satisfies the requirements of this Section 20(b).

(c) Procedures Prior to Revocation

(1) Notice of Violation. County shall provide Franchisee with a detailed written notice of any franchise violation upon which it proposes to take revocation action, and a ninety (90) day period within which Franchisee may demonstrate that a violation does not exist or cure the alleged violation.

(2) Default. If Franchisee fails to disprove or cure

the violation within ninety (90) days, then County may declare the Franchisee in default, which declaration must be in writing.

(3) Hearing Available to Franchisee. Within fifteen (15) days after receipt of a written declaration of default from the County, Franchisee may request, in writing, a hearing before the County or its agent, in a public proceeding. Such hearing shall be held within forty-five (45) days of the receipt of the request therefor and a decision rendered within thirty (30) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.

(d) Duty to Exhaust Remedies. In the event of any dispute between the Franchisee and the County arising out of this Franchise Agreement, the Cable Ordinance or the Cable Rules, the Franchisee agrees to pursue and exhaust all administrative remedies pursuant to law prior to pursuing any legal or equitable remedy.

(e) Effect of Revocation or Forfeiture. The revocation or forfeiture of the Franchisee's rights under the Franchise shall not affect any of the County's rights under the Franchise or applicable law. The Franchisee shall continue to be bound, for example, by any duties it may have under the Cable Ordinance to continue to provide service.

21. Abandonment.

(a) Effect of Abandonment. If the Franchisee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the County, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Franchisee restores service under conditions acceptable to the County or until the Franchise is revoked and a new Franchisee selected by the County is providing service; or obtain an injunction requiring the Franchisee to continue operations. If the County is required to operate or designate another entity to operate the Cable System, the Franchisee shall reimburse the County or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System.

(b) What Constitutes Abandonment. The County shall be entitled to exercise its option and obtain any required injunctive relief if:

(1) The Franchisee fails to provide Cable Service in accordance with this Franchise Agreement over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the County authorizes a longer interruption of service; or

(2) The Franchisee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise Agreement.

22. Exercise of right to purchase.

(a) Option to Purchase. The County shall have the option to purchase the Cable System as provided in this Agreement, the Cable Ordinance or applicable law.

(b) Arbitration.

(1) If the County exercises a right to purchase the Cable System pursuant to the Agreement, the Cable Ordinance, or applicable law, and the parties are unable to agree on a price for the purchase of the system, or the terms and conditions of the sale, the price of the Cable System may be determined by arbitration as set forth below.

(2) The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The Cable Office and the Franchisee will each select a qualified arbitrator. The two persons selected shall select a third qualified arbitrator, and the three arbitrators will constitute a panel whose decision is binding on the County and the Franchisee. The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half each by the County and the Franchisee. The other costs of the proceeding shall be shared equally by the County and the Franchisee.

(3) Notwithstanding the above, nothing shall require the County to submit the matter to arbitration should it purchase the Cable System through an exercise of the right of eminent domain.

(c) Rights Not Waived. The purchase option provided does not waive any rights the Franchisee may have under applicable law.

23. Miscellaneous Provisions.

(a) Governing Law. This Franchise Agreement shall be governed in all respects by the laws of the State of Washington. All actions brought by the Franchisee against the County, whether brought in state or federal court, shall be brought in a court located in King County, Washington, unless prohibited by law.

(b) Force Majeure. The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, labor strikes, floods, or other circumstances beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health or safety of the Franchisee's employees or the integrity of its property, or the health or safety of the public, or the integrity of public right-of-way, public property, or private property; and only if the Franchisee has notified the County in writing of the reason for the inability within three (3) business days of the Franchisee's discovery of the reason.

(c) Connections to System; Use of Antennae.

(1) Subscribers shall have the right to attach devices to the Franchisee's System to allow them to retransmit signals or services in an authorized manner. Subscribers also shall have the right to use their own remote control devices and converters, and other similar equipment and, if possible, the Franchisee shall provide information to consumers which will allow them to adjust such devices so that they may be used with the Franchisee's System.

(2) The Franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit or discourage a subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable law.

(d) Calculation of Time. Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, the franchisee is directed to file action within ten (10) calendar days, the action must be completed no later than midnight January 11.

(e) Time of Essence; Maintenance of Records of Essence. In

determining whether the Franchisee has substantially complied with its Franchise, the parties agree that time is of the essence to this Agreement. As a result, the Franchisee's failure to complete construction, extend service, seek approval of transfers, or provide information in a timely manner may constitute material breaches. The maintenance of records and provision of reports in accordance with the Franchise is also of the essence to this Agreement.

(f) Guarantee. The performance of the Franchisee shall be guaranteed in all respects by Tele-Vue Systems, Inc. A signed guarantee, in a form acceptable to the County shall be filed with the Cable Office prior to the effective date hereof.

(g) Captions. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

AGREED TO THIS _____ DAY OF _____, 1995.

TELE-VUE SYSTEMS, INC.
d/b/a VIACOM CABLE

KING COUNTY, WASHINGTON

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN CITY OF ALEXANDRIA, VIRGINIA,
AND JONES INTERCABLE OF ALEXANDRIA, INC.

June 18, 1994

EXHIBIT A

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CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA,
AND JONES INTERCABLE OF ALEXANDRIA, INC.

WHEREAS, Jones Intercable of Alexandria, Inc. ("Jones"), a Colorado corporation, has asked the City of Alexandria ("City"), a municipal corporation of Virginia, to renew the nonexclusive franchise ("Prior Franchise") which Jones holds to provide cable television service to the City; and

WHEREAS, the City has reviewed Jones' performance under the Prior Franchise, has identified the future cable-related needs and interests of the Alexandria community, has considered the financial, technical and legal qualifications of Jones, and has determined whether Jones' plans for constructing, operating and maintaining its cable television system are adequate; and

WHEREAS, the City has relied on Jones' representations and has considered all information that Jones has presented to it; and

WHEREAS, based on Jones' representations and information, and in response to its request for renewal, the City Council of Alexandria has determined that, subject to the terms and conditions set forth herein, the grant of a new non-exclusive franchise to Jones, to supersede the Prior Franchise, is consistent with the public interest, and has granted a new franchise; and

WHEREAS, the City and Jones have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration for the City's grant of a new franchise to Jones, Jones' promise to provide cable video